

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

EDMUND ZIEGER, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

ADVANCE AMERICA, CASH ADVANCE
CENTERS, INC. d/b/a ADVANCE AMERICA,
and NCAS OF DELAWARE, LLC d/b/a
ADVANCE AMERICA,

Defendants.

Case No.: 1:13-CV-1614-GMS

DECLARATION OF KARLI REVIELLO

I, Karli Reviello, hereby declare as follows:

1. My name is Karli L. Reviello. I am the Litigation Manager for Advance America, Cash Advance Centers, Inc. Advance America, Cash Advance Centers, Inc. is the parent company of NCAS of Delaware, LLC ("NCAS") and provides recordkeeping services for NCAS. In my capacity as Litigation Manager for Advance America, Cash Advance Centers, Inc., I am authorized to give this declaration on behalf of Advance America, Cash Advance Centers, Inc. and NCAS regarding the records of NCAS.

2. I declare that the following information is true and correct to the best of my knowledge, information, and belief and if called as a witness I would testify consistently hereto. The facts in this Declaration are based on either my personal knowledge or information collected from and/or assembled by employees working at my request, or based on records kept in the ordinary course of business.

3. I have reviewed the Complaint filed in the above-captioned case. I understand that Plaintiff seeks to represent “a class containing all those persons who entered into loans with Advance [America] that contain unconscionable terms as described by this complaint.”

4. On August 8, 2013, Plaintiff obtained an installment loan from NCAS and entered into a Customer Agreement that contained the terms of the loan. A copy of Plaintiff’s Customer Agreement is attached to the Complaint as Exhibit G.

5. NCAS operates only in Delaware and has been making installment loans since January 2013. NCAS requires customers who obtain installment loans to enter into a written Customer Agreement; the Customer Agreement contains an arbitration agreement under the heading “Dispute Resolution.”

6. The arbitration agreement applies to “any dispute” and states “you may not pursue the resolution of any dispute in [a] class action, and you may not be a named or unnamed class member in any such action.”

7. Since NCAS began making installment loans in January 2013, the arbitration agreement within the Customer Agreement has remained unchanged. Therefore, the same arbitration agreement that is a part of Plaintiff’s Customer Agreement is also part of the Customer Agreement of every other installment loan customer of NCAS.

8. The arbitration agreement gives each customer the right to unilaterally opt out, stating: “You may opt out of the above dispute resolution agreement by sending a letter to NCAS of Delaware, LLC, Attn: Arbitration Opt-Out, P.O. Box 3058, Spartanburg, SC 29304-3058, within 30 days of signing this agreement.”

9. NCAS tracks, and maintains records of, any written notices it receives from customers electing to opt out of the arbitration agreement. These records are made at or near the time of the events and are made in the ordinary course of business.

10. By letter dated August 27, 2013, Plaintiff Edmund Zieger opted out of the arbitration agreement.

11. NCAS has no record of any other installment loan customers electing to opt out of the arbitration agreement.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 11th day of November, 2013 in Spartanburg, South Carolina.


Karli Reviello

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CERTIFICATE OF SERVICE

I, John A. Sensing, hereby certify that on November 12, 2013, the attached document was electronically filed with the Clerk of the Court using CM/ECF which will send notification to the following registered attorney(s) of record that the document has been filed and is available for viewing and downloading:

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